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CORPORATION and Counterdefendants GOLDEN
MEDIA GROUP, INC. and TIGA
ENTERTAINMENT COMPANY, LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UM CORPORATION, a Japanese
corporation,

Plaintiff,

v.

TSUBURAYA PRODUCTIONS CO.,
LTD., a Japanese corporation,

Defendant.

Case No. 2:15-cv-03764-AB (AJWx)

**DECLARATION OF PERASIT
SAENGDUENCHAI IN SUPPORT
OF PLAINTIFF AND
COUNTERDEFENDANT UM
CORPORATION'S OPPOSITION
TO TSUBURAYA PRODUCTIONS
CO., LTD.'S MOTION FOR
SUMMARY JUDGMENT**

Date: July 24, 2017
Time: 10:00 a.m.
Location: Courtroom 7B

AND RELATED CROSS-CLAIMS

Motion Hrng. Cutoff: July 24, 2017
Pretrial Conf.: October 16, 2017
Trial: November 7, 2017

DECLARATION OF PERASIT SAENGDUENCHAI

I, Perasit Saengduenchai, declare:

1. I am a native of Thailand and a resident of Japan. I am President of plaintiff and counterdefendant UM Corporation (“UMC”). Unless indicated otherwise, I have personal knowledge of the following facts, and if called as a witness I could and would testify competently to those facts.

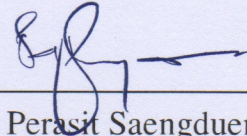
2. In 1998, I was involved in the negotiation of three interrelated agreements: (a) the January 29, 1998 Non-Contravention Agreement among Chaiyo City Studio Limited Partnership, Tsuburaya Chaiyo Company Limited, Mr. Sompote Saengduenchai, Bandai Company Limited, Abe Sogo Law Office, and Mr. Chayatawatch Atibaedya (the “Bandai Non-Contravention Agreement”); (b) the January 29, 1998 Assignment Agreement between Mr. Sompote Saengduenchai, Megahouse Co., Ltd., Abe Sogo Law Office, and Mr. Chayatawatch Atibaedya (the “Megahouse Assignment Agreement”); and (c) the January 29, 1998 letter to Katsushi Murakami, President of MegaHouse Co., Ltd. (the “Megahouse Letter”). A true and correct copy of the Bandai Non-Contravention Agreement is attached as Exhibit A to the Declaration of Daniel C. Posner in Support of Tsuburaya’s Application to File Documents Under Seal [Dkt. 135-1]. True and correct copies of the Megahouse Assignment Agreement and the Megahouse Letter are attached as Exhibits A and B, respectively, to Plaintiff and Counterdefendant UM Corporation’s Application to File Documents Under Seal, which I understand is being filed concurrently with this declaration.

3. Megahouse has never exercised its option under the Megahouse Letter to obtain a license to the Ultraman works covered by the March 4, 1976 License

1 Granting Agreement (the "1976 Agreement") in the event that UMC proved the
2 validity of the 1976 Agreement.

3 I declare under penalty of perjury under the laws of the United States of
4 America that the foregoing is true and correct.

5 Executed this 22 day of June, 2017, at Tokyo, Japan.

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